DOC # 714357
12/05/2007 12:02PM Deputy: EM
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 4 Fee: 17.00
BK-1207 PG-974 RPTT: 0.00

A.P.N. # 1220-20-001-063
R.P.P.T.
Escrow No. 702399 /670500952
Recording Requested By:

Stewart Title

When Recorded Mail To:

Dole Grosulak
Po & 7436
Reno. NY 89510

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made November 19, 2007, by Anthony Dirito, an unmarried man, owner of the land hereinafter described and hereinafter referred to as "Owner", and Dale M. Grosulak and Kathrynn J. Grosulak present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, Anthony Dirito did execute a deed of trust, dated April 12, 2006, to Western Title Company, Inc., as Trustee, covering:

SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of 40,000 00, in favor of Dale M. Grosulak and Kathrynn J. Grosulak, Beneficiary, which deed of trust was recorded April 18, 2007, in Book 0406, Page 6225, Instrument No. 672985, Official Records of said county; and

WHEREAS, Owner has executed, deed of trust and note in the sum of \$417,000.00, dated November 19, 2007, in favor of wells for Book, No., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is(One Inch Margin on all sides of Document for Recorder's use Only) Page 1 of 3

willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned

NOW THEREFORE, in consideration of the mutual benefits accruing to the arties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- 1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned
- 2) That Lender would not make its loan above described without this subordination agreement
- 3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages

Beneficiary declares, agrees and acknowledges that

- a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part,
- c) He intentionally and unconditionally waives, relinquishes and subordinates the ilen or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination;
- d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

(One Inch Margin on all sides of Document for Recorder's use Only)

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BK-1207 PG-975

Dated: 11/20/07	
By: Dale M. Grosúlak	By: Kathrynh J. Grosulak
State of Nevada County of Washoe	
This instrument was acknown by: Dale M. Grosulak an	d Kathrynn J. Grosulak
Signature: Notary Pub	eli Birdauf
	SHELLI LINDSAY Notary Public - State of Nevada Appointment Recorded in Washoe County No: 19-50893-2 - Expires September 81, 2011 No: 19-50893-2 - Expires September 81, 2011

EXHIBIT "A" LEGAL DESCRIPTION

Order No.: 070500952

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

Lot 35, of Block F, as shown on the map of MARRON ESTATES, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on September 9, 1980, in Book 980, Page 682, as Document No. 48330.

Assessors Parcel No. 1220-20-001-063



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BK-1207